

# DUCHESNE COUNTY

## BID PACKET

### FOR

## TWO NEW STEEL BUILDINGS

PREPARED BY:

DUCHESNE COUNTY  
BUILDING AND MAINTENANCE DEPARTMENT

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## **DUCHESNE COUNTY LIST OF DRAWINGS AND PLANS**

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THE DRAWINGS/PLANS LISTED BELOW ALONG WITH ANY OTHER DESCRIPTIONS ARE HEREINAFTER REFERRED TO AS "WORK"

**DRAWINGS:**

1. REQUEST FOR BID (1 PAGE)
2. DUCHESNE COUNTY BUILDING & GROUNDS BUILDING DRAWING BID PACK (5 PAGES)
3. DUCHESNE COUNTY FIRE & EMERGENCY MANAGEMENT BUILDING DRAWING BID PACK (5 PAGES)
- 4.
- 5.

**REFERENCE DRAWINGS:**

- 1.
- 2.

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## BID FORM

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### PART 1 GENERAL

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#### 1.1 BID PROPOSAL

A. After having personally and carefully examined all conditions surrounding the Drawings and Plans and the Contract Documents contained below, the undersigned proposes to furnish all labor, equipment, tools and machinery and to furnish and deliver all materials not specifically mentioned as being furnished by the County or County Agency, which is required in and about the construction of the Construction Contract known as

**“Two New Steel Buildings”**

B. The undersigned proposes to complete the Work for the price or prices listed in the Bid Schedule and understands that quantities for Unit Price Work are not guaranteed.

C. The undersigned proposes to furnish bonds with the Contract, signed by a surety company satisfactory to the County or County Agency, in an amount equal to the Contract amount conditioned to insure compliance with all requirements of the Contract Documents.

D. The undersigned encloses a certified check, cashier's check, cash, or a Bid Bond for \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) which is (five (5) percent of the Bid amount) payable to the County or County Agency, as a guarantee of good faith, and which it is agreed will be forfeited to the County or County Agency as liquidated damages in the event of the failure of the undersigned to enter into a contract and furnish satisfactory bonds to the County or County Agency.

E. The undersigned proposes to execute the attached contract within ten (10) days after the Notice of Intention to Award, and to begin work within ten (10) days after being notified to do so by the County or County Agency.

F. If the County or County Agency finds it necessary to further define the Work, Contract Price, Contract Time or some other portion of the Construction Contract, after Bid opening, the Bidder promises to execute an Agreement Supplement prior to or concurrent with the execution of the Agreement, if the Agreement Supplement is acceptable to the Bidder.

G. It is understood that the County or County Agency has the right to reject this bid proposal or to accept it at the prices listed in the Bid Schedule.

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**PART 2    EXECUTION**

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**2.1    BIDDER**

A.    The Bidder is as follows:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_

B.    Bidder holds license number \_\_\_\_\_, issued on the \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_, by the Utah State Department of Commerce, Division of Occupational and Professional Licensing. Bidder is licensed to practice as a \_\_\_\_\_ Contractor. License renewal date is the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

C.    The undersigned hereby acknowledges receipt of the following Addenda.

\_\_\_\_\_

(list Addenda description here)

**2.1    BIDDER SUBSCRIPTION**

A.    Date: \_\_\_\_\_

B.    Bidder's Signature: \_\_\_\_\_

C.    Please print Bidder's name here: \_\_\_\_\_

D.    Title: \_\_\_\_\_

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## PROPOSED BID

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### PART 1 GENERAL

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#### 1.1 PRICE SCHEDULES AND OFFICIAL BID.

Item	Classification of Work	Amount
1	Two (2) Steel Buildings	\$
2	Footers and Foundation	\$
3	Underground Plumbing	\$
<b>TOTAL</b>		\$

**NOTES:**

- (a) Price for Steel Building includes associated Design, Fabrication, geotechnical report, survey, Quality Control and materials testing. Dimensions and Quantities of materials used are determined by the Contractor and Designer.
- (b) Price for Footers and Foundation includes design, materials, and quality control, materials and testing. Design of the building and footers and foundations must be coordinated.
- (c) Price for Underground Plumbing includes all design, materials, and quality control, materials and testing.

#### 1.2 TIMELINE/COMPLETION, PAYMENT PROVISIONS, AND BONDING.

A. Completion of Work: Duchesne County shall pay the total amount only after completion of the Work contained in this bid. Duchesne County shall have the right to inspect the Work for quality and completeness. If any punch list is made throughout any inspection performed during or after the Bidder claims the Work is complete, the Bidder shall finish to both quality and completeness standards of Duchesne County for no greater sum of money. The Work shall be deemed completed once Duchesne County has issued a written Statement of Final Acceptance.

B. Performance and Payment Bonds: Bidder shall furnish to the County a performance and payment bond in the amount of the full contracted price before entering and signing the contract for construction, alteration, or repair of any public building or public work. The awarded bid shall furnish the above noted payment and performance bond within 10 days of being awarded the contract. Any change order that alters the total contracted amount for the above work or in provides for an extension of time for completion shall be required to obtain and furnish a new

performance and payment bond in the amount equal to the increase or extension in the change order.

**1.3** DOCUMENTS. The Contract below is part of and included by reference into this bid. By bidding on this project, Bidder is hereby represents that it accepts the contract in full. If the Bidder does not accept the contract in full, Bidder shall not bid upon the project.

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## SUBMISSION

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Any bid shall be placed in a sealed envelope and submitted to BobbiJo Casper as is contained in the advertisement of the Request for Bid. Any non-conforming bid shall be immediately rejected.

## PART 1 AFFIDAVIT

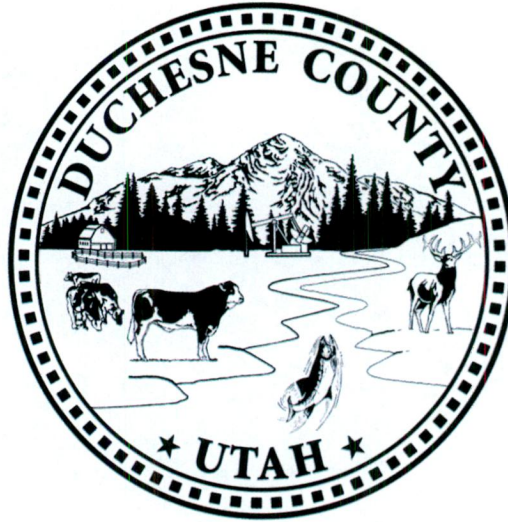
Standard General Bid and Contract Packet  
Rev. 11/19/2015

Title: \_\_\_\_\_

Subscribed and sworn to before me, a Notary Public in and for said county and state, this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

S  
E  
A  
L

\_\_\_\_\_  
Notary Public



# DUCHESNE COUNTY

## CONTRACT

### FOR

## TWO NEW STEEL BUILDINGS

PREPARED BY:

DUCHESNE COUNTY  
BUILDING AND MAINTENANCE DEPARTMENT

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## CONTRACT

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### PART 1 GENERAL

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#### 1.1 CONTRACT NAME

- A. Name of Project: Two New Steel Buildings

#### 1.2 CONTRACTOR

- A. Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- B. Telephone Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_

#### 1.3 OWNER

- A. Duchesne County, a political subdivision of the State of Utah (referred to hereafter as "County" or "Owner")
- B. The County's agency for this Project is the Buildings and Grounds Department.
- C. The Department Head and Contact Person of the County's Agency is Shane Jenkins.

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## **PART 2    PAYMENT TERMS**

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### **2.1    CONTRACT PRICE**

- A.    The contract price includes the cost for the Work specified in the Request for Bids, Drawings, Plans, Specifications, General Conditions, Special Conditions (if any), Supplemental Conditions (if any), Bid, Contract Award, and this Agreement, collectively referred to hereafter as Contract Documents; plus the cost of all bonds, insurance, premiums, fees required, and all charges, expenses or assessments of whatever kind or character.
- B.    The schedule of Prices awarded from the Bid Form submitted by Contractor are as follows:

Item	Classification of Work	Amount
1	Two (2) Steel Buildings	\$
2	Footers and Foundation	\$
3	Underground Plumbing	\$
<b>TOTAL</b>		\$

**NOTES:**

- (a) Price for Steel Building includes associated Design, Fabrication, geotechnical report, survey, Quality Control and materials testing. Dimensions and Quantities of materials used are determined by the Contractor and Designer.
- (b) Price for Footers and Foundation includes design, materials, and quality control, materials and testing. Design of the building and footers and foundations must be coordinated.
- (c) Price for Underground Plumbing includes all design, materials, and quality control, materials and testing.

- C.    Based upon the above-awarded schedules, the Contract Price awarded is:

\_\_\_\_\_dollars

(\$\_\_\_\_\_).

### **2.2    PAYMENT PROCEDURES**

A. Progress Payments: Contractor shall submit applications for payment in accordance with the General Conditions of the Contract Documents. Applications for payments will be processed by the County as provided in the General Conditions. Payment shall not become due or payable for any contract item not provided or installed by the Contractor exactly as indicated in the Contract Documents.

1. Withholding payment: The County reserves the right to withhold payment from Contractor for non-compliance with any provision of the Contract Documents.

2. Final Payment: After completion of all Work and Punch List items, and acceptance thereof by the County, County shall pay the Contract Price due, after deducting therefrom all previous payments, liquidated damages, and other amounts to be withheld by County. All prior progress payments shall be subject to correction in the final payment. Contractor must make a written request for the final payment and it shall not be due and payable until the expiration of thirty (30) days from receipt by the County of the request for final payment.

B. Extra Work: No money will be paid to the Contractor for any additions, deletions or revision in the Work required by the Contract Documents unless a contract Change Order for such has been made in writing and executed by the County and the Contractor.

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### **PART 3    CONTRACT AND PUNCH LIST TIME**

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#### **3.1    CONTRACT TIME**

- A.    Contract time will start the day the Contractor receives Notice to Proceed from Duchesne County.
- B.    Contract time will end at midnight on the 28th day of April, 2016.
- C.    Any time specified in the work sequences set forth in the Project's schedule, as prepared by Contractor, shall be part of the Contract Time.
- D.    Time is of the essence.

#### **3.2    PUNCH LIST TIME**

- A.    The Work will be complete and ready for final payment within five (5) days after the date Contractor receives County's Final Inspection Punch List unless County grants exemptions of specific items in writing or an exception has been specified in the Contract Documents.

#### **3.3    EFFECT OF TIME EXTENSION**

- A.    Permitting the Contractor to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been from time to time extended, whether or not a new completion date is established, shall not operate as a waiver by County of any of County's right under this Agreement.

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## **PART 4    LEGAL PROVISIONS**

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### **4.1    CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE**

The provisions of this Contract shall be governed by the laws of the State of Utah, Duchesne County, and Duchesne City. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Duchesne County, in the Eighth Judicial District, Duchesne Department. Vendor agrees to be bound by the decision of Duchesne County in case of any dispute arising from the interpretation or application of the Terms and Conditions.

### **4.2    LAWS AND REGULATIONS**

The Parties signing below under this Contract and any and all supplies, services, equipment, and construction furnished under this Contract will comply fully with all applicable Federal, and State, and local laws, codes, rules, regulations, and ordinances, including applicable licensure and certification requirements.

### **4.3    INDEPENDENT CONTRACTOR**

The Contractor shall be an independent Contractor, and as such, shall have no authorization, express or implied, to bind Duchesne County, or its members, to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Duchesne County, or its representatives, except as herein expressly set forth. Compensation stated herein shall be the total amount payable by Duchesne County. The Vendor shall be responsible for the payment of all income tax and Social Security amounts due as a result of payments received from Duchesne County for these Contract services. Persons employed by Duchesne County and acting under the direction of Duchesne County shall not be deemed to be employees or agents of the Contractor.

### **4.4    INDEMNITY**

The Contractor agrees to indemnify, save harmless, and release Duchesne County, and all their officers, agents, volunteers, and employees from and against any and all claims, loss, damages, injury, liability, suits, and proceedings arising out of the performance of the Contract which are

caused in whole or in part by the acts or negligence of (a) the Contractor, (b) the Contractor's officers, agents, volunteers, or employees, (c) the Contractor's subcontractors, or (d) anyone for whom Contractor may be liable but not for claims arising from Duchesne County's sole negligence. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property. The Contractor's duties contained within this provision do not expire upon the expiration of this contract and will continue until such time all such statute of limitations have expired.

Nothing in this contract shall waive the Governmental Immunity provisions within Utah State Code.

#### **4.5     DEFAULT**

Any of the following events will constitute cause for Duchesne County to declare Contractor in default of this Contract: (1) Nonperformance of contractual requirements; or (2) A material breach of any term or condition of this Contract.

#### **4.6     AVAILABLE REMEDIES**

Duchesne County may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this Contract and any related contracts or portions thereof; (3) Impose liquidated damages, if liquidated damages are listed in the Contract; or (4) Suspend Contractor from receiving future solicitations. County shall be entitled to deduct and retain liquidated damages or other damages out of any money, which may be due or become due the Contractor under this Agreement. To the extent that the liquidated damages exceed any amounts that would otherwise be due the Contractor, the Contractor shall be liable for such amounts and shall promptly pay said amounts to the County.

#### **4.7     LIQUIDATED DAMAGES FOR LATE COMPLETION**

A.     **Late Completion.** Time is of the essence of the Contract Documents. Contractor agrees that County will suffer financial loss/damages if the Work is not completed within the Contract Time or within any time extensions allowed in accordance with the General Conditions. Contractor and Duchesne County agree that said financial loss/damages will occur from additional administrative costs to County and for disruption and delay in the County's provision of services to the public, and further agree that the amount of said financial loss/damages is difficult to determine with certainty. Accordingly, instead of requiring proof of specific financial

loss or damages for late completion of the Work, Contractor agrees to pay the following sums to the County as liquidated damages and not as a penalty:

1. Late Contract Time Completion: One Thousand dollars (\$1,000.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete by Duchesne County.

2. Late Punch List Time Completion: Fifty percent (50%) of the amount specified for Late Contract Time Completion for each day or part thereof the Work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the Contractor by certified mail.

3. Reasons for Liquidated Damages, Provision for Other Damages: The liquidated damages described above are established to provide for administrative costs and damage to County's ability to provide public services and convenience thereof to the public which it serves. Consequently, County and Contractor agree that in the event County suffers special damages from circumstances other than those specified herein and in the description of liquidated damages given above, the amount of liquidated damages stipulated above shall not be deemed to be a limitation upon County's right to recover the full amount of said special damages.

#### **4.8 OPERATION OF UTILITIES**

Operation of Utilities: No interruption of utility service shall be caused by Contractor, its agents or employees, without the County's prior written approval. The parties agree that because of the difficulty in determining the County's damages resulting from an unapproved interruption, the Contractor shall reimburse the County the cost for restoring such service and the following liquidated damage sums for the loss of public use of said utility. Payment of these liquidated damages to County does not relieve Contractor from any liability for such a utility interruption to third parties. In the event that any third party successfully makes a claim against the County for such interruption, Contractor shall be responsible for payment of claims.

#### **4.9 INTERPRETATION OF CONTRACT**

Any ambiguities in the contract language shall be liberally construed in favor of Duchesne County.

#### **4.10 SEPARABILITY**

Any invalidation of any sections or provisions of this contract will not affect the validity of the remainder of the provision or other provisions in the contract.

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## **PART 5    MODIFICATIONS AND TERMINATION**

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### **5.1    MODIFICATION**

This agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

### **5.2    TERMINATION**

Either non-breaching party may terminate the Contract upon a material breach by the non-breaching party. Any performance will be accelerated and due upon the breach and termination of the Agreement.

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## **PART 6 MISCELLANEOUS PROVISIONS**

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### **6.1 ASSIGNMENT AND SUBCONTRACT**

The parties agree that Contractor will not delegate performance obligations under this Agreement, in whole or in part, without the prior written approval by the County. Authorization must come from Duchesne County.

Any such delegation of responsibilities is declared as void and will not relieve Contractor from any liability or performance obligations under this Agreement.

### **6.2 ENTIRETY OF CONTRACT**

This Agreement supersedes all other Agreements that may have been signed between the Parties prior to date of the Parties signing of this Agreement. This Agreement incorporates by reference all Contract Documents noted above.

### **6.3 ACKNOWLEDGMENT**

The parties understand and have read this agreement and have been provided sufficient time to review it with an independent attorney, or have otherwise refused or elected not to seek legal review. By signing this Agreement, I certify that I am authorized to sign it for the party I am signing it for. I certify that I am capable of understanding this contract and hereby fully understand or have had the opportunity to inquire further into any provision of this contract I do not fully understand and hereby waive any future claim of misunderstanding such terms.

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Contractor

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Duchesne County Commission Chair

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Duchesne County Department Head

## REQUEST FOR BID

Duchesne County is accepting sealed bids for two new steel buildings that will be built in Duchesne, Utah. By making a bid, the bidder is accepting the performance of the two new steel building and accompanying contract. A payment and performance bond is required pursuant to the contractual terms. Duchesne County will provide the concrete blankets. For complete bidding information, you can contact Shane Jenkins, Duchesne County Building & Grounds Director, at 435-822-3209 or visit Duchesne County's website at [www.duchesne.utah.gov](http://www.duchesne.utah.gov), then click on the "Bids/Request for Proposal" in the "Quick Links" tab. Duchesne County will accept sealed bids between Tuesday, November 24, 2015 at 8:30 a.m. and Friday, December 11, 2015 at 5:00 p.m. Any bids received before or after the bidding period shall be rejected. There must be a notation on the envelope of "ATTN: New Steel Buildings Bid" and can be mailed to BobbiJo Casper, P.O. Box 270, Duchesne, Utah 84021 or personally delivered to BobbiJo Casper at 734 North Center Street, Duchesne, Utah. Bids will be opened and reviewed on Monday, December 14, 2015 at 9:00 am.

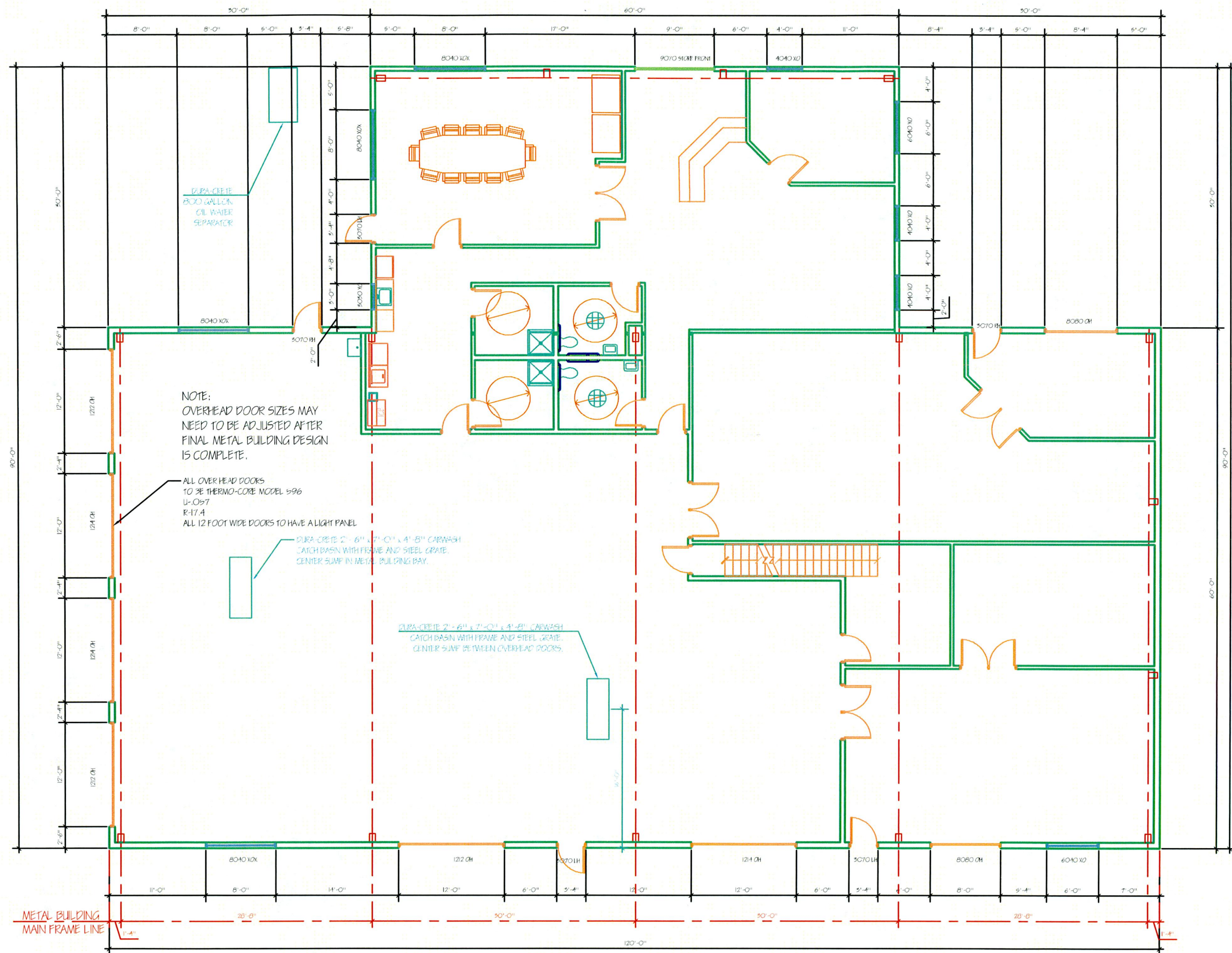
Duchesne County Commission reserves the right to accept or deny any or all bids for and waive any information or technicality on any bid in the interest of the County and their decision will be final. No verbal or electronic bids will be accepted.

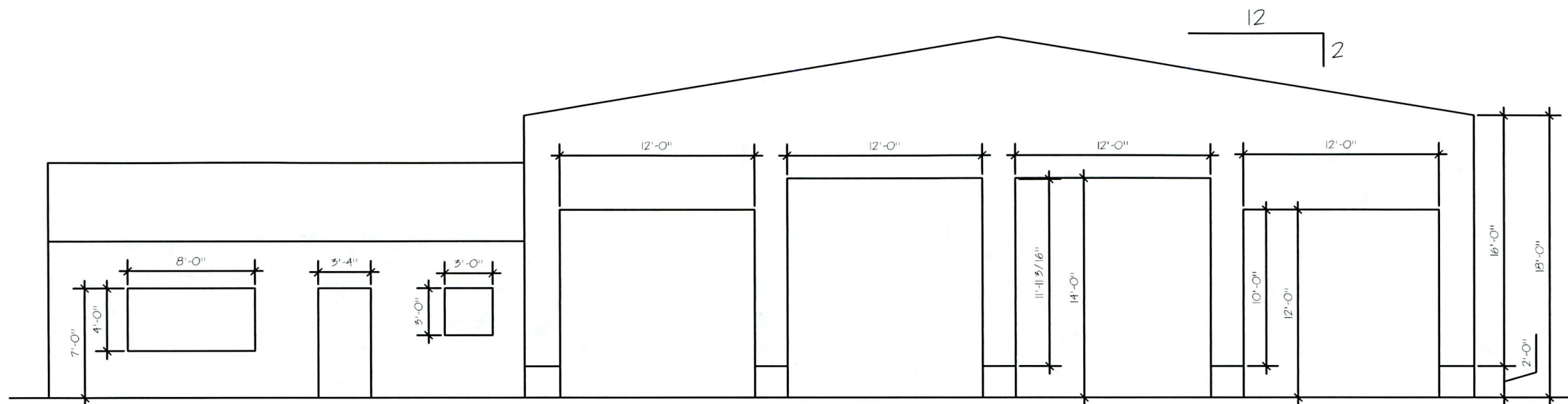
Published in the Uintah Basin Standard November 24, and December 1, 2015

# **Duchesne County Building & Grounds Building**

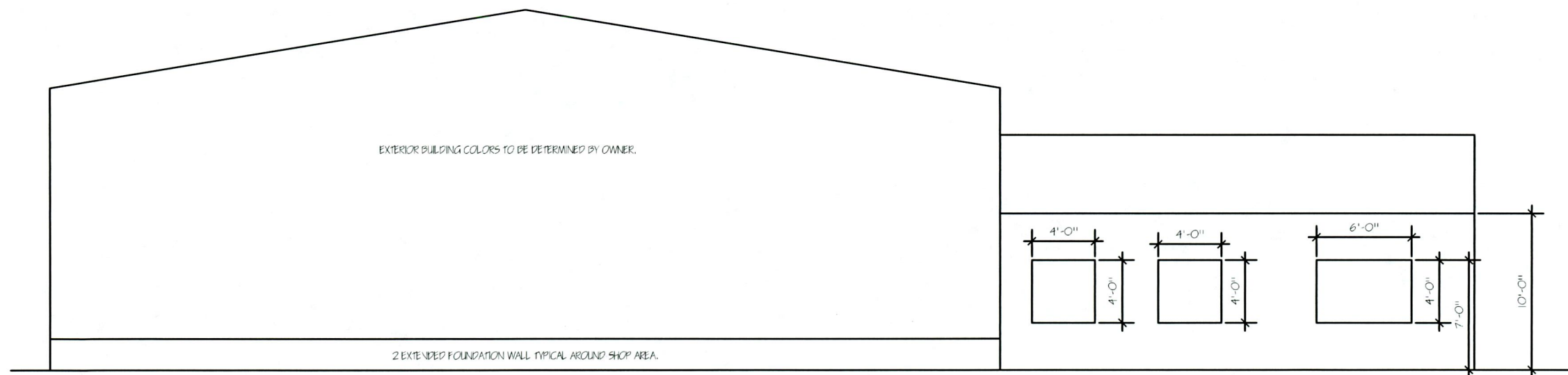
Drawings bid pack

This cover sheet plus 4 pages





NORTH ELEVATION



SOUTH ELEVATION

**Bid Information:**

This bid is for a building shell package only! Contractor is to supply and erect the following:

1. A complete metal building shell package engineered to the design criteria below.
2. An insulation package compliant with the current adopted Energy Conservation Code and as specified in the drawings or by Duchesne County.
3. An Engineered foundation design for the metal building package supplied.
4. Underground sub-rough plumbing to meet the final floor plan to be provided prior to the installation. Underground plumbing schematics will be provide after the building sewer line location is determined.

**Building Design Criteria:**

Adopted Codes to be followed:

Building: 2012 International Building Code

Fire: 2012 International Fire Code

Electrical: 2011 National Electric Code (NFPA 70)

Plumbing: 2012 International Plumbing Code

Mechanical: 2012 International Mechanical Code

Fuel Gas: 2012 International Fuel Gas Code;

Energy Conservation: 2012 International Energy Conservation Code or 2010

ANSI/ASHRAE/IESNA 90.1.

Building Risk Category = II (Table 1604.5)

Ground Snow Load = 43 psf (Utah State Amendment 15A-3-107 #6)

Minimum Roof Snow Load = 30 psf

Ultimate wind design = 115 mph (IBC Figure 1609B)

Wind Exposure = C (1609.4.2)

Seismic Category = (To be determined by design engineer)

Seismic Site Class = (To be determined by design engineer)

Unless specified in the drawing, the building insulation package must meet the minimum 2012

International Energy Conservation Prescriptive Requirements:

Metal Building Roof is to have an R-5 thermal block with a minimum R-25 cavity and a minimum R-11 Liner system.

Metal Building Walls are to have a minimum R-15 cavity insulation and an R-15 continuous insulation.

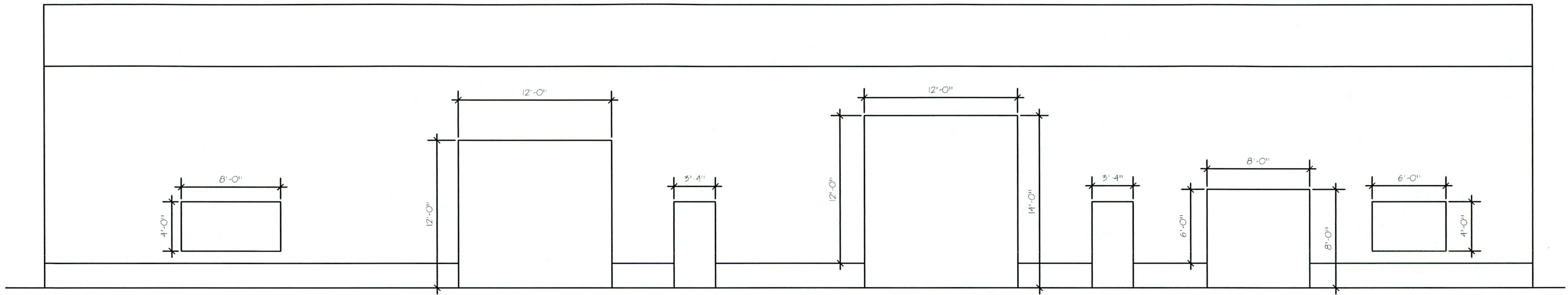
The Floor is to be an unheated slab with an R-10 insulation to 24" below grade.

Swinging doors are to have a minimum U-Value of 0.37

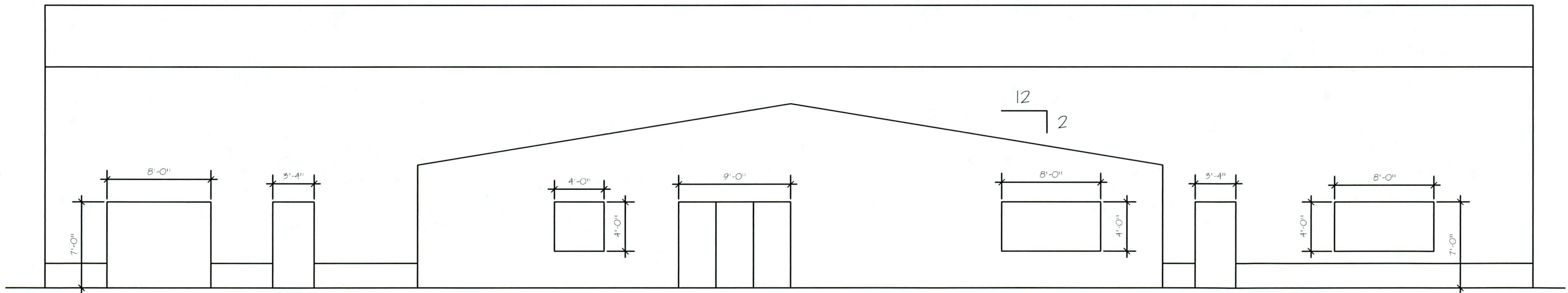
Roll up or sliding doors are to have a minimum R-Value of 4.75

All windows are to have a minimum U-Value of .36

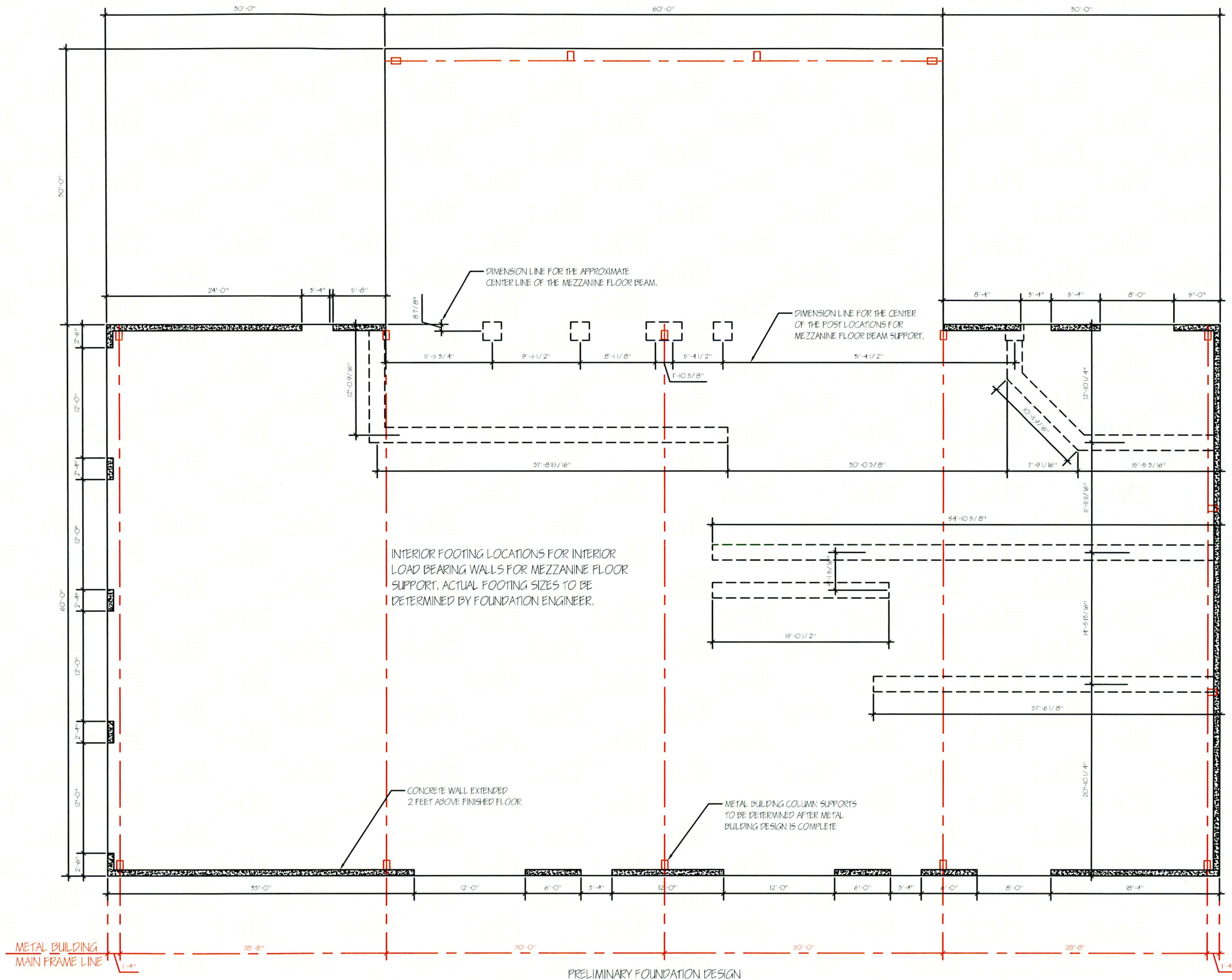
The Storefront entry door assembly is to have a minimum U-Value of .77



WEST ELEVATION



EAST ELEVATION

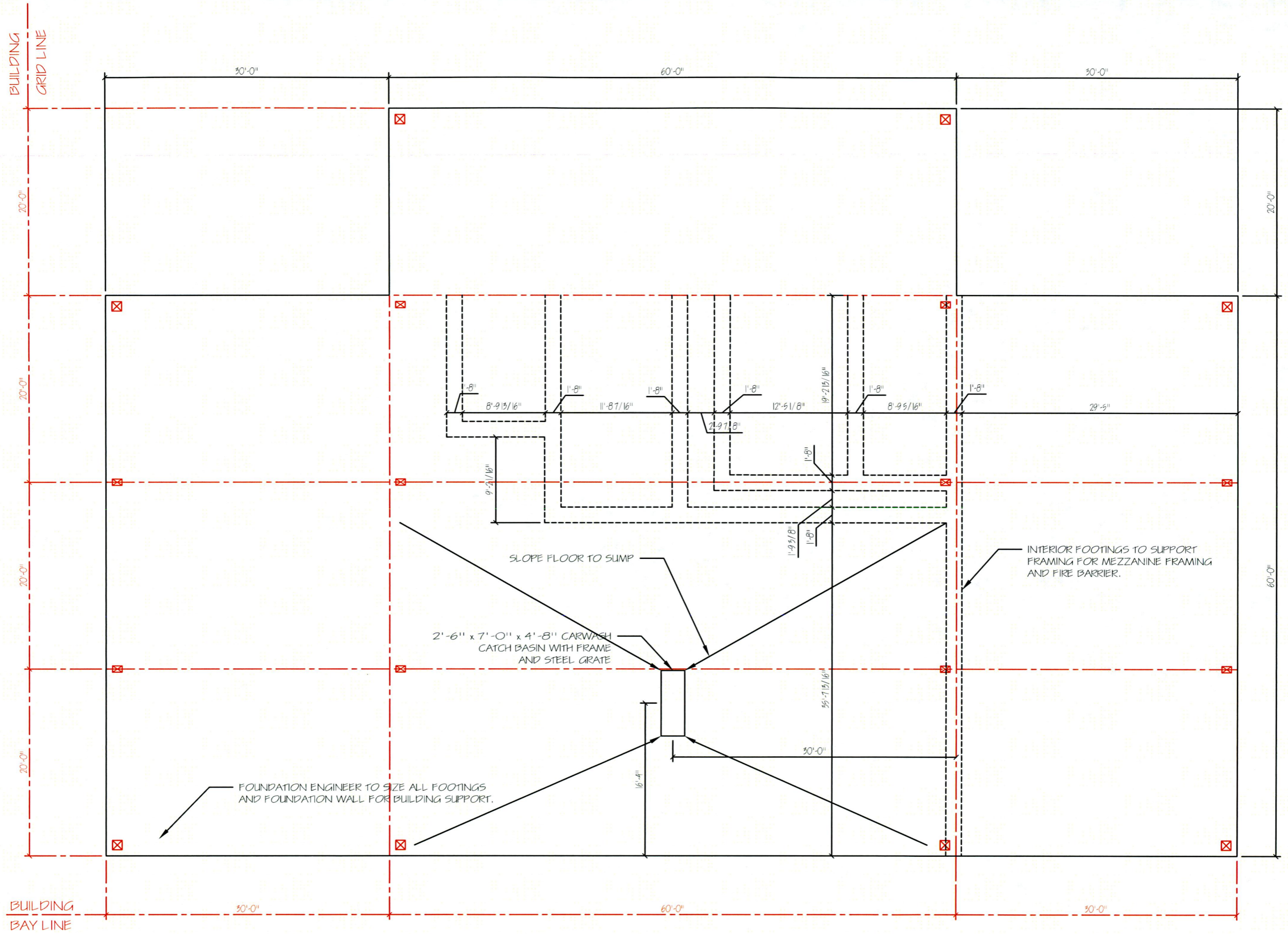


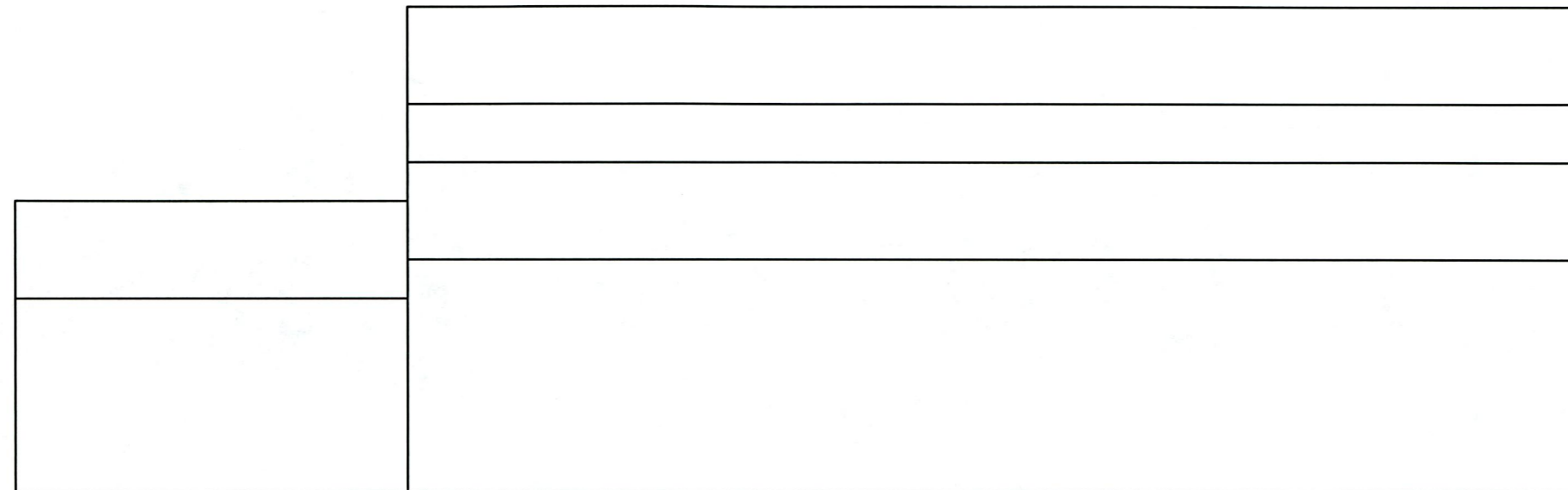
# **Duchesne County Fire & Emergency Management Building**

Drawings bid pack

This cover sheet plus 4 pages







North Elevation

Bid Information:

This bid is for a building shell package only! Contractor is to supply and erect the following:

1. A complete metal building shell package engineered to the design criteria below.
2. An insulation package compliant with the current adopted Energy Conservation Code and as specified in the drawings or by Duchesne County.
3. An Engineered foundation design for the metal building package supplied.
4. Underground sub-rough plumbing to meet the final floor plan to be provided prior to the installation. Underground plumbing schematics will be provide after the building sewer line location is determined.

Building Design Criteria:

Adopted Codes to be followed:

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Electrical: 2011 National Electric Code (NFPA 70)

Plumbing: 2012 International Plumbing Code

Mechanical: 2012 International Mechanical Code

Fuel Gas: 2012 International Fuel Gas Code:

Energy Conservation: 2012 International Energy Conservation Code or 2010 ANSI/ ASHRAE/IESNA 90.1.

Building Risk Category = IV (Table 1604.5)

Ground Snow Load = 43 psf (Utah State Amendment 15A-3-107 #(6))

Minimum Roof Snow Load = 30 psf

Ultimate wind design = 115 mph (IBC Figure 1609B)

Wind Exposure = C (1609.4.2)

Seismic Category = (To be determined by design engineer)

Seismic Site Class = (To be determined by design engineer)

Unless specified in the drawing, the building insulation package must meet the minimum 2012 International Energy Conservation Code Prescriptive Requirements:

Metal Building Roof is to have an R-5 thermal block with a minimum R-25 cavity and a minimum R-11 Liner system.

Metal Building Walls are to have a minimum R-13 cavity insulation and an R-13 continuous insulation.

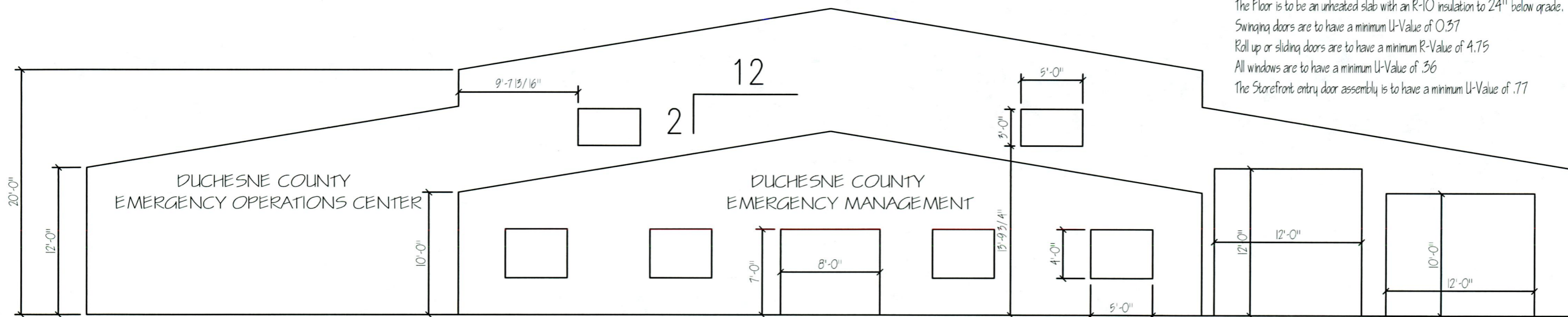
The Floor is to be an unheated slab with an R-10 insulation to 24" below grade.

Swinging doors are to have a minimum U-Value of 0.37

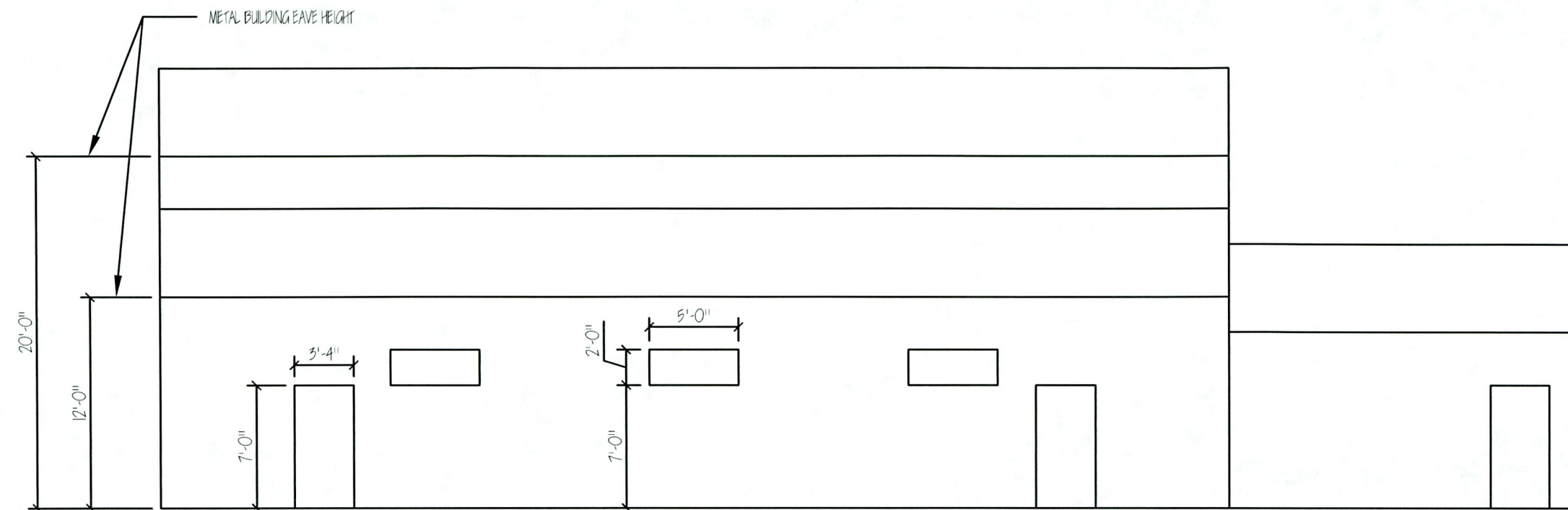
Roll up or sliding doors are to have a minimum R-Value of 4.75

All windows are to have a minimum U-Value of .36

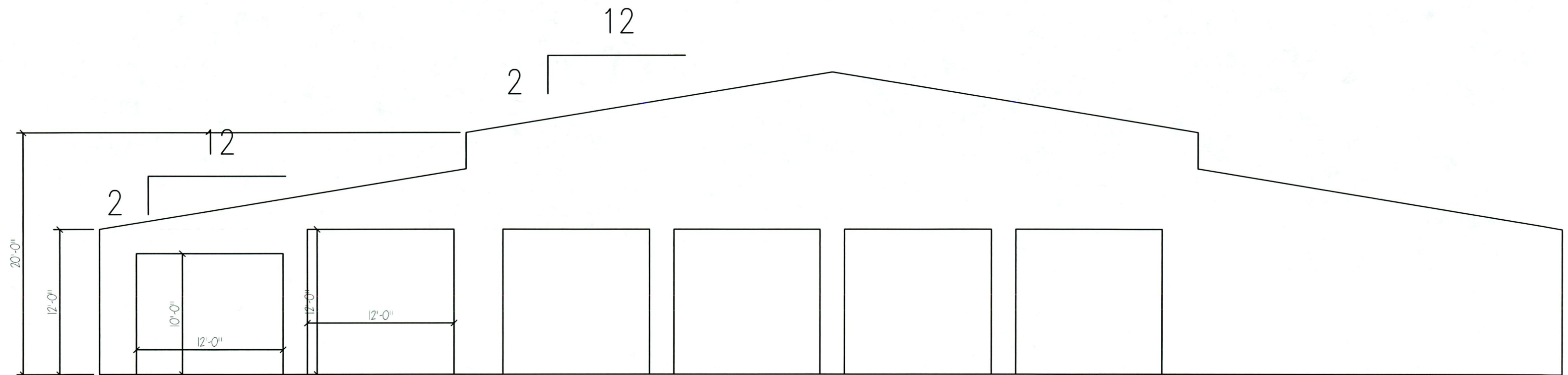
The Storefront entry door assembly is to have a minimum U-Value of .77



East Elevation



South Elevation



West Elevation